

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

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Salt Lake City, Utah 84144
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RECORDATION NO. 17462-D FILED 1425

SEP 26 1991 -10 55 AM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Units
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Supplement No. 2 and First Amendment to Lease and Lease Supplement No. 1, dated September 26, 1991, is a secondary document. This document relates to the Railcar Lease dated as of July 1, 1991 between The Connecticut National Bank, as Lessor and Indiana Michigan Power Company, as Lessee, recorded on August 2, 1991 with recordation no. 17462. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215

The second document, Security Agreement Supplement No. 2 and First Amendment to Security Agreement Supplement No. 1, dated as of September 26, 1991, is a secondary document. This document relates to the Security Agreement-Trust Deed dated as of July 1, 1991 between The Connecticut National Bank, as Owner Trustee and Wilmington Trust Company, as Security Trustee, recorded on August 2, 1991 with recordation no. 17462-A. The names and addresses of the parties to such documents are as follows:

September 26, 1991

RECORDATION NO. 17462-E FILED 1425

SEP 26 1991 -10 55 AM

INTERSTATE COMMERCE COMMISSION

\$30.00
17462
17462-
SEP 26 1991
FILED 1425

C. Counterparts - CT, Kannan

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

Interstate Commerce Commission

Washington, D.C. 20423

9/26/91

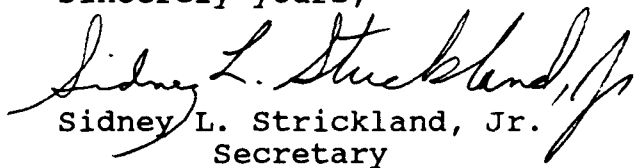
OFFICE OF THE SECRETARY

John A. Harris
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/26/91 at 10:55AM , and assigned recordation number(s). 17462-D and 17462-E.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 17462-D
FILED 1025

17462-D

SEP 26 1991 -10 55 AM

**LEASE SUPPLEMENT NO. 2 AND FIRST
AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1**

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

SECTION 5. AMENDMENT TO ORIGINAL LEASE.

5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:

(a) **Lessee's Renewal Option.** If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twenty-seventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

SECTION 7. MISCELLANEOUS.

7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY,
an Indiana corporation

By 
Its Vice President

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-3

By _____
Its _____

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

On this, the 26th day of September, 1991, before me, a Notary Public in and for said County and State, personally appeared G.P. MALONEY, the Vice President of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Mary M. Soltesz
Name: Mary M. Soltesz
Notary Public
My Commission Expires: 7-13-94
Residing in Franklin County, Ohio

STATE OF)
) ss.:
COUNTY OF)

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

CHASE MANHATTAN SERVICE
CORPORATION

By _____
Its
Owner Participant

WILMINGTON TRUST COMPANY, not in
its individual capacity but solely
as Security Trustee

By _____
Its
Security Trustee

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By _____
Its
Note Purchaser

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CHASE MANHATTAN SERVICE CORPORATION, who acknowledged himself to be a duly authorized officer of CHASE MANHATTAN SERVICE CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby
acknowledged this ____ day of September, 1991.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

<u>Rent Payment Date</u>	<u>Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor</u>
Dec 27 1991	2.17415
Mar 27 1992	2.17415
Jun 27 1992	2.17415
Sep 27 1992	2.17415
Dec 27 1992	2.17415
Mar 27 1993	2.17415
Jun 27 1993	2.17415
Sep 27 1993	2.17415
Dec 27 1993	2.17415
Mar 27 1994	2.17415
Jun 27 1994	2.17415
Sep 27 1994	2.17415
Dec 27 1994	2.17415
Mar 27 1995	2.17415
Jun 27 1995	2.17415
Sep 27 1995	2.17415
Dec 27 1995	2.17415
Mar 27 1996	2.17415
Jun 27 1996	2.17415
Sep 27 1996	2.17415
Dec 27 1996	2.17415
Mar 27 1997	2.17415
Jun 27 1997	2.17415
Sep 27 1997	2.17415
Dec 27 1997	2.17415
Mar 27 1998	2.17415
Jun 27 1998	2.17415
Sep 27 1998	2.17415
Dec 27 1998	2.17415
Mar 27 1999	2.17415
Jun 27 1999	2.17415
Sep 27 1999	2.17415
Dec 27 1999	2.17415
Mar 27 2000	2.17415
Jun 27 2000	2.17415
Sep 27 2000	2.17415
Dec 27 2000	2.17415
Mar 27 2001	2.17415
Jun 27 2001	2.17415
Sep 27 2001	2.17415
Dec 27 2001	2.65730
Mar 27 2002	2.65730
Jun 27 2002	2.65730
Sep 27 2002	2.65730
Dec 27 2002	2.65730
Mar 27 2003	2.65730
Jun 27 2003	2.65730
Sep 27 2003	2.65730
Dec 27 2003	2.65730
Mar 27 2004	2.65730

**Rent
Payment Date**

**Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor**

Jun 27 2004	2.65730
Sep 27 2004	2.65730
Dec 27 2004	2.65730
Mar 27 2005	2.65730
Jun 27 2005	2.65730
Sep 27 2005	2.65730
Dec 27 2005	2.65730
Mar 27 2006	2.65730
Jun 27 2006	2.65730
Sep 27 2006	2.65730
Dec 27 2006	2.65730
Mar 27 2007	2.65730
Jun 27 2007	2.65730
Sep 27 2007	2.65730
Dec 27 2007	2.65730
Mar 27 2008	2.65730
Jun 27 2008	2.65730
Sep 27 2008	2.65730
Dec 27 2008	2.65730
Mar 27 2009	2.65730
Jun 27 2009	2.65730
Sep 27 2009	2.65730
Dec 27 2009	2.65730
Mar 27 2010	2.65730
Jun 27 2010	2.65730
Sep 27 2010	2.65730
Dec 27 2010	2.65730
Mar 27 2011	2.65730
Jun 27 2011	2.65730
Sep 27 2011	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Sep 27 1991	101.88381
Dec 27 1991	103.48423
Mar 27 1992	104.90293
Jun 27 1992	106.19179
Sep 27 1992	107.25735
Dec 27 1992	108.16241
Mar 27 1993	108.90004
Jun 27 1993	109.48334
Sep 27 1993	109.89997
Dec 27 1993	110.19326
Mar 27 1994	110.35794
Jun 27 1994	110.40370
Sep 27 1994	110.32263
Dec 27 1994	110.14394
Mar 27 1995	109.86350
Jun 27 1995	109.50417
Sep 27 1995	109.12022
Dec 27 1995	108.72595
Mar 27 1996	108.32109
Jun 27 1996	107.90538
Sep 27 1996	107.47855
Dec 27 1996	107.04032
Mar 27 1997	106.59040
Jun 27 1997	106.12831
Sep 27 1997	105.65434
Dec 27 1997	105.16759
Mar 27 1998	104.66795
Jun 27 1998	104.15508
Sep 27 1998	103.62866
Dec 27 1998	103.08836
Mar 27 1999	102.53382
Jun 27 1999	101.96468
Sep 27 1999	101.38039
Dec 27 1999	100.78117
Mar 27 2000	100.16603
Jun 27 2000	99.53479
Sep 27 2000	98.88704
Dec 27 2000	98.22236
Mar 27 2001	97.54034
Jun 27 2001	96.84054
Sep 27 2001	96.12252
Dec 27 2001	94.90268
Mar 27 2002	93.64864
Jun 27 2002	92.36794
Sep 27 2002	91.06096
Dec 27 2002	89.73464
Mar 27 2003	88.38848

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Jun 27 2003	87.02613
Sep 27 2003	85.63446
Dec 27 2003	84.22082
Mar 27 2004	82.78465
Jun 27 2004	81.32982
Sep 27 2004	79.84226
Dec 27 2004	78.33652
Mar 27 2005	76.81394
Jun 27 2005	75.27409
Sep 27 2005	73.71654
Dec 27 2005	72.14085
Mar 27 2006	70.54655
Jun 27 2006	68.93319
Sep 27 2006	67.30029
Dec 27 2006	65.64735
Mar 27 2007	63.97389
Jun 27 2007	62.27938
Sep 27 2007	60.53562
Dec 27 2007	58.79582
Mar 27 2008	57.07175
Jun 27 2008	55.33717
Sep 27 2008	53.56732
Dec 27 2008	51.79658
Mar 27 2009	50.04483
Jun 27 2009	48.32073
Sep 27 2009	46.63820
Dec 27 2009	44.98433
Mar 27 2010	43.36080
Jun 27 2010	41.77818
Sep 27 2010	40.25297
Dec 27 2010	38.77081
Mar 27 2011	37.33395
Jun 27 2011	36.06791
Sep 27 2011	35.00000

**LEASE SUPPLEMENT NO. 2 AND FIRST
AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1**

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

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Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

CNB

SECTION 3. PURCHASE PRICE.

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Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

SECTION 5. AMENDMENT TO ORIGINAL LEASE.

5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:

(a) **Lessee's Renewal Option.** If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twenty-seventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

SECTION 7. MISCELLANEOUS.

7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY,
an Indiana corporation

By _____
Its _____

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-2

By  _____
Its VICE PRESIDENT

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in Franklin County, Ohio

STATE OF **CONNECTICUT**)
)
COUNTY OF **HARTFORD**) ss.: **HARTFORD**

On this, the 26th day of September, 1991, before me, a Notary Public in and for said County and State, personally appeared P. G. KANE, Jr., the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Bartana S. Hagen
Name:
Notary Public
My Commission Expires: 3/31/96
Residing in Hartford, CT

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

CHASE MANHATTAN SERVICE
CORPORATION

By _____
Its
Owner Participant

WILMINGTON TRUST COMPANY, not in
its individual capacity but solely
as Security Trustee

By _____
Its
Security Trustee

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By _____
Its
Note Purchaser

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CHASE MANHATTAN SERVICE CORPORATION, who acknowledged himself to be a duly authorized officer of CHASE MANHATTAN SERVICE CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby acknowledged this ____ day of September, 1991.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

Rent Payment Date	Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor
Dec 27 1991	2.17415
Mar 27 1992	2.17415
Jun 27 1992	2.17415
Sep 27 1992	2.17415
Dec 27 1992	2.17415
Mar 27 1993	2.17415
Jun 27 1993	2.17415
Sep 27 1993	2.17415
Dec 27 1993	2.17415
Mar 27 1994	2.17415
Jun 27 1994	2.17415
Sep 27 1994	2.17415
Dec 27 1994	2.17415
Mar 27 1995	2.17415
Jun 27 1995	2.17415
Sep 27 1995	2.17415
Dec 27 1995	2.17415
Mar 27 1996	2.17415
Jun 27 1996	2.17415
Sep 27 1996	2.17415
Dec 27 1996	2.17415
Mar 27 1997	2.17415
Jun 27 1997	2.17415
Sep 27 1997	2.17415
Dec 27 1997	2.17415
Mar 27 1998	2.17415
Jun 27 1998	2.17415
Sep 27 1998	2.17415
Dec 27 1998	2.17415
Mar 27 1999	2.17415
Jun 27 1999	2.17415
Sep 27 1999	2.17415
Dec 27 1999	2.17415
Mar 27 2000	2.17415
Jun 27 2000	2.17415
Sep 27 2000	2.17415
Dec 27 2000	2.17415
Mar 27 2001	2.17415
Jun 27 2001	2.17415
Sep 27 2001	2.17415
Dec 27 2001	2.65730
Mar 27 2002	2.65730
Jun 27 2002	2.65730
Sep 27 2002	2.65730
Dec 27 2002	2.65730
Mar 27 2003	2.65730
Jun 27 2003	2.65730
Sep 27 2003	2.65730
Dec 27 2003	2.65730
Mar 27 2004	2.65730

**Rent
Payment Date**

**Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor**

Jun 27 2004	2.65730
Sep 27 2004	2.65730
Dec 27 2004	2.65730
Mar 27 2005	2.65730
Jun 27 2005	2.65730
Sep 27 2005	2.65730
Dec 27 2005	2.65730
Mar 27 2006	2.65730
Jun 27 2006	2.65730
Sep 27 2006	2.65730
Dec 27 2006	2.65730
Mar 27 2007	2.65730
Jun 27 2007	2.65730
Sep 27 2007	2.65730
Dec 27 2007	2.65730
Mar 27 2008	2.65730
Jun 27 2008	2.65730
Sep 27 2008	2.65730
Dec 27 2008	2.65730
Mar 27 2009	2.65730
Jun 27 2009	2.65730
Sep 27 2009	2.65730
Dec 27 2009	2.65730
Mar 27 2010	2.65730
Jun 27 2010	2.65730
Sep 27 2010	2.65730
Dec 27 2010	2.65730
Mar 27 2011	2.65730
Jun 27 2011	2.65730
Sep 27 2011	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Sep 27 1991	101.88381
Dec 27 1991	103.48423
Mar 27 1992	104.90293
Jun 27 1992	106.19179
Sep 27 1992	107.25735
Dec 27 1992	108.16241
Mar 27 1993	108.90004
Jun 27 1993	109.48334
Sep 27 1993	109.89997
Dec 27 1993	110.19326
Mar 27 1994	110.35794
Jun 27 1994	110.40370
Sep 27 1994	110.32263
Dec 27 1994	110.14394
Mar 27 1995	109.86350
Jun 27 1995	109.50417
Sep 27 1995	109.12022
Dec 27 1995	108.72595
Mar 27 1996	108.32109
Jun 27 1996	107.90538
Sep 27 1996	107.47855
Dec 27 1996	107.04032
Mar 27 1997	106.59040
Jun 27 1997	106.12891
Sep 27 1997	105.65434
Dec 27 1997	105.16759
Mar 27 1998	104.66795
Jun 27 1998	104.15508
Sep 27 1998	103.62866
Dec 27 1998	103.08836
Mar 27 1999	102.53382
Jun 27 1999	101.96468
Sep 27 1999	101.38059
Dec 27 1999	100.78117
Mar 27 2000	100.16603
Jun 27 2000	99.53479
Sep 27 2000	98.88704
Dec 27 2000	98.22236
Mar 27 2001	97.54034
Jun 27 2001	96.84034
Sep 27 2001	96.12252
Dec 27 2001	95.39268
Mar 27 2002	94.64864
Jun 27 2002	93.86794
Sep 27 2002	91.06096
Dec 27 2002	89.73464
Mar 27 2003	88.38848

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Jun 27 2003	87.02613
Sep 27 2003	85.63446
Dec 27 2003	84.22082
Mar 27 2004	82.78465
Jun 27 2004	81.32982
Sep 27 2004	79.84224
Dec 27 2004	78.33652
Mar 27 2005	76.81394
Jun 27 2005	75.27409
Sep 27 2005	73.71654
Dec 27 2005	72.14085
Mar 27 2006	70.54655
Jun 27 2006	68.93319
Sep 27 2006	67.30029
Dec 27 2006	65.64735
Mar 27 2007	63.97389
Jun 27 2007	62.27938
Sep 27 2007	60.53562
Dec 27 2007	58.79582
Mar 27 2008	57.07175
Jun 27 2008	55.33717
Sep 27 2008	53.56732
Dec 27 2008	51.79658
Mar 27 2009	50.04483
Jun 27 2009	48.32073
Sep 27 2009	46.63820
Dec 27 2009	44.98433
Mar 27 2010	43.36080
Jun 27 2010	41.77818
Sep 27 2010	40.25297
Dec 27 2010	38.77081
Mar 27 2011	37.33395
Jun 27 2011	36.06791
Sep 27 2011	35.00000

**LEASE SUPPLEMENT NO. 2 AND FIRST
AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1**

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

SECTION 5. AMENDMENT TO ORIGINAL LEASE.

5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:

(a) **Lessee's Renewal Option.** If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twenty-seventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

SECTION 7. MISCELLANEOUS.

7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, :
an Indiana corporation

By _____
Its _____

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-2

By _____
Its _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in Franklin County, Ohio

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

CHASE MANHATTAN SERVICE
CORPORATION

By _____
Its _____ Owner Participant

WILMINGTON TRUST COMPANY, not in
its individual capacity but solely
as Security Trustee

By _____
Its _____ Security Trustee

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By  _____
Its A. Kipp Koester
Vice President Note Purchaser

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CHASE MANHATTAN SERVICE CORPORATION, who acknowledged himself to be a duly authorized officer of CHASE MANHATTAN SERVICE CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

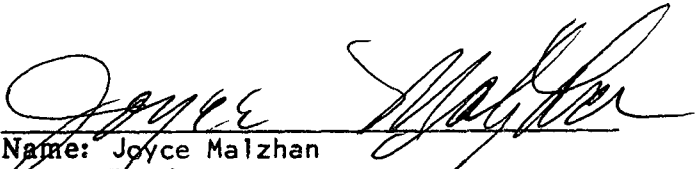
Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE) ss.:

On this, the 23rd day of September, 1991, before me, a Notary Public in and for said County and State, personally appeared A. Kipp Koester, the Vice President of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.




Name: Joyce Malzhan
Notary Public
My Commission Expires: 6/6/93
Residing in Milwaukee County, Wisconsin

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby
acknowledged this ____ day of September, 1991.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

<u>Rent Payment Date</u>	<u>Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor</u>
Dec 27 1991	2.17415
Mar 27 1992	2.17415
Jun 27 1992	2.17415
Sep 27 1992	2.17415
Dec 27 1992	2.17415
Mar 27 1993	2.17415
Jun 27 1993	2.17415
Sep 27 1993	2.17415
Dec 27 1993	2.17415
Mar 27 1994	2.17415
Jun 27 1994	2.17415
Sep 27 1994	2.17415
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Mar 27 1995	2.17415
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Dec 27 1999	2.17415
Mar 27 2000	2.17415
Jun 27 2000	2.17415
Sep 27 2000	2.17415
Dec 27 2000	2.17415
Mar 27 2001	2.17415
Jun 27 2001	2.17415
Sep 27 2001	2.17415
Dec 27 2001	2.65730
Mar 27 2002	2.65730
Jun 27 2002	2.65730
Sep 27 2002	2.65730
Dec 27 2002	2.65730
Mar 27 2003	2.65730
Jun 27 2003	2.65730
Sep 27 2003	2.65730
Dec 27 2003	2.65730
Mar 27 2004	2.65730

Rent
Payment Date

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor

Jun 27 2004	2.65730
Sep 27 2004	2.65730
Dec 27 2004	2.65730
Mar 27 2005	2.65730
Jun 27 2005	2.65730
Sep 27 2005	2.65730
Dec 27 2005	2.65730
Mar 27 2006	2.65730
Jun 27 2006	2.65730
Sep 27 2006	2.65730
Dec 27 2006	2.65730
Mar 27 2007	2.65730
Jun 27 2007	2.65730
Sep 27 2007	2.65730
Dec 27 2007	2.65730
Mar 27 2008	2.65730
Jun 27 2008	2.65730
Sep 27 2008	2.65730
Dec 27 2008	2.65730
Mar 27 2009	2.65730
Jun 27 2009	2.65730
Sep 27 2009	2.65730
Dec 27 2009	2.65730
Mar 27 2010	2.65730
Jun 27 2010	2.65730
Sep 27 2010	2.65730
Dec 27 2010	2.65730
Mar 27 2011	2.65730
Jun 27 2011	2.65730
Sep 27 2011	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Sep 27 1991	101.88381
Dec 27 1991	103.48423
Mar 27 1992	104.90293
Jun 27 1992	106.19179
Sep 27 1992	107.25735
Dec 27 1992	108.16241
Mar 27 1993	108.90004
Jun 27 1993	109.48334
Sep 27 1993	109.89997
Dec 27 1993	110.19326
Mar 27 1994	110.35794
Jun 27 1994	110.40370
Sep 27 1994	110.32263
Dec 27 1994	110.14394
Mar 27 1995	109.86350
Jun 27 1995	109.50417
Sep 27 1995	109.12022
Dec 27 1995	108.72595
Mar 27 1996	108.32109
Jun 27 1996	107.90538
Sep 27 1996	107.47855
Dec 27 1996	107.04032
Mar 27 1997	106.59040
Jun 27 1997	106.12831
Sep 27 1997	105.65434
Dec 27 1997	105.16739
Mar 27 1998	104.66795
Jun 27 1998	104.15508
Sep 27 1998	103.62866
Dec 27 1998	103.08836
Mar 27 1999	102.53382
Jun 27 1999	101.96468
Sep 27 1999	101.38039
Dec 27 1999	100.78117
Mar 27 2000	100.16603
Jun 27 2000	99.53479
Sep 27 2000	98.88704
Dec 27 2000	98.22236
Mar 27 2001	97.54034
Jun 27 2001	96.84034
Sep 27 2001	96.12232
Dec 27 2001	94.90268
Mar 27 2002	93.64864
Jun 27 2002	92.36794
Sep 27 2002	91.06096
Dec 27 2002	89.73464
Mar 27 2003	88.38848

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Jun 27 2003	87.02613
Sep 27 2003	85.63446
Dec 27 2003	84.22082
Mar 27 2004	82.78463
Jun 27 2004	81.32982
Sep 27 2004	79.84226
Dec 27 2004	78.33652
Mar 27 2005	76.81394
Jun 27 2005	75.27409
Sep 27 2005	73.71654
Dec 27 2005	72.14085
Mar 27 2006	70.54655
Jun 27 2006	68.93319
Sep 27 2006	67.30029
Dec 27 2006	65.64735
Mar 27 2007	63.97389
Jun 27 2007	62.27938
Sep 27 2007	60.53562
Dec 27 2007	58.79582
Mar 27 2008	57.07175
Jun 27 2008	55.33717
Sep 27 2008	53.56732
Dec 27 2008	51.79658
Mar 27 2009	50.04483
Jun 27 2009	48.32073
Sep 27 2009	46.63820
Dec 27 2009	44.98433
Mar 27 2010	43.36080
Jun 27 2010	41.77818
Sep 27 2010	40.25297
Dec 27 2010	38.77081
Mar 27 2011	37.33395
Jun 27 2011	36.06791
Sep 27 2011	35.00000

**LEASE SUPPLEMENT NO. 2 AND FIRST
AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1**

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

SECTION 5. AMENDMENT TO ORIGINAL LEASE.

5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:

(a) **Lessee's Renewal Option.** If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twenty-seventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

SECTION 7. MISCELLANEOUS.

7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, :
an Indiana corporation

By _____
Its _____

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-2

By _____
Its _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in Franklin County, Ohio

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

CHASE MANHATTAN SERVICE
CORPORATION

By AP DeGuerro
Its Vice President Owner Participant

WILMINGTON TRUST COMPANY, not in
its individual capacity but solely
as Security Trustee

By _____
Its Security Trustee

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By _____
Its Note Purchaser

STATE OF New York)
COUNTY OF New York) ss.:

On this, the 23RD day of SEPTEMBER, 1991, before me, a Notary Public in and for said County and State, personally appeared AP DE MARCO, the Vice President of CHASE MANHATTAN SERVICE CORPORATION, who acknowledged himself to be a duly authorized officer of CHASE MANHATTAN SERVICE CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

GERALDINE R. IPPOLITO
Notary Public, State of New York
No 4818136
Qualified in Orange County
Certificate Filed in New York County
Commission Expires September 30, 1992

Geraldine R. Ippolito
Name: GERALDINE R. IPPOLITO
Notary Public
My Commission Expires: 9/30/92
Residing in ORANGE COUNTY, N.Y.

STATE OF)
COUNTY OF) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby acknowledged this ____ day of September, 1991.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

<u>Rent Payment Date</u>	<u>Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor</u>
Dec 27 1991	2.17415
Mar 27 1992	2.17415
Jun 27 1992	2.17415
Sep 27 1992	2.17415
Dec 27 1992	2.17415
Mar 27 1993	2.17415
Jun 27 1993	2.17415
Sep 27 1993	2.17415
Dec 27 1993	2.17415
Mar 27 1994	2.17415
Jun 27 1994	2.17415
Sep 27 1994	2.17415
Dec 27 1994	2.17415
Mar 27 1995	2.17415
Jun 27 1995	2.17415
Sep 27 1995	2.17415
Dec 27 1995	2.17415
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Sep 27 1996	2.17415
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Sep 27 1999	2.17415
Dec 27 1999	2.17415
Mar 27 2000	2.17415
Jun 27 2000	2.17415
Sep 27 2000	2.17415
Dec 27 2000	2.17415
Mar 27 2001	2.17415
Jun 27 2001	2.17415
Sep 27 2001	2.17415
Dec 27 2001	2.65730
Mar 27 2002	2.65730
Jun 27 2002	2.65730
Sep 27 2002	2.65730
Dec 27 2002	2.65730
Mar 27 2003	2.65730
Jun 27 2003	2.65730
Sep 27 2003	2.65730
Dec 27 2003	2.65730
Mar 27 2004	2.65730

**Rent
Payment Date**

**Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor**

Jun 27 2004	2.65730
Sep 27 2004	2.65730
Dec 27 2004	2.65730
Mar 27 2005	2.65730
Jun 27 2005	2.65730
Sep 27 2005	2.65730
Dec 27 2005	2.65730
Mar 27 2006	2.65730
Jun 27 2006	2.65730
Sep 27 2006	2.65730
Dec 27 2006	2.65730
Mar 27 2007	2.65730
Jun 27 2007	2.65730
Sep 27 2007	2.65730
Dec 27 2007	2.65730
Mar 27 2008	2.65730
Jun 27 2008	2.65730
Sep 27 2008	2.65730
Dec 27 2008	2.65730
Mar 27 2009	2.65730
Jun 27 2009	2.65730
Sep 27 2009	2.65730
Dec 27 2009	2.65730
Mar 27 2010	2.65730
Jun 27 2010	2.65730
Sep 27 2010	2.65730
Dec 27 2010	2.65730
Mar 27 2011	2.65730
Jun 27 2011	2.65730
Sep 27 2011	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Sep 27 1991	101.88581
Dec 27 1991	103.48423
Mar 27 1992	104.90293
Jun 27 1992	106.19179
Sep 27 1992	107.25735
Dec 27 1992	108.16241
Mar 27 1993	108.90004
Jun 27 1993	109.48334
Sep 27 1993	109.89997
Dec 27 1993	110.19326
Mar 27 1994	110.35794
Jun 27 1994	110.40370
Sep 27 1994	110.32263
Dec 27 1994	110.14394
Mar 27 1995	109.86350
Jun 27 1995	109.50417
Sep 27 1995	109.12022
Dec 27 1995	108.72595
Mar 27 1996	108.32109
Jun 27 1996	107.90538
Sep 27 1996	107.47855
Dec 27 1996	107.04032
Mar 27 1997	106.59040
Jun 27 1997	106.12891
Sep 27 1997	105.65434
Dec 27 1997	105.16759
Mar 27 1998	104.66795
Jun 27 1998	104.15508
Sep 27 1998	103.62866
Dec 27 1998	103.08836
Mar 27 1999	102.53382
Jun 27 1999	101.96468
Sep 27 1999	101.38039
Dec 27 1999	100.78117
Mar 27 2000	100.16603
Jun 27 2000	99.53479
Sep 27 2000	98.88704
Dec 27 2000	98.22236
Mar 27 2001	97.54034
Jun 27 2001	96.84034
Sep 27 2001	96.12252
Dec 27 2001	94.90268
Mar 27 2002	93.64864
Jun 27 2002	92.36794
Sep 27 2002	91.06096
Dec 27 2002	89.73464
Mar 27 2003	88.38848

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Jun 27 2003	87.02613
Sep 27 2003	85.63446
Dec 27 2003	84.22082
Mar 27 2004	82.78465
Jun 27 2004	81.32982
Sep 27 2004	79.84224
Dec 27 2004	78.33652
Mar 27 2005	76.81394
Jun 27 2005	75.27409
Sep 27 2005	73.71654
Dec 27 2005	72.14085
Mar 27 2006	70.54655
Jun 27 2006	68.93319
Sep 27 2006	67.30029
Dec 27 2006	65.64735
Mar 27 2007	63.97389
Jun 27 2007	62.27938
Sep 27 2007	60.53562
Dec 27 2007	58.79582
Mar 27 2008	57.07175
Jun 27 2008	55.33717
Sep 27 2008	53.56732
Dec 27 2008	51.79658
Mar 27 2009	50.04483
Jun 27 2009	48.32073
Sep 27 2009	46.63820
Dec 27 2009	44.98433
Mar 27 2010	43.36080
Jun 27 2010	41.77818
Sep 27 2010	40.25297
Dec 27 2010	38.77081
Mar 27 2011	37.33395
Jun 27 2011	36.06791
Sep 27 2011	35.00000

**LEASE SUPPLEMENT NO. 2 AND FIRST
AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1**

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

SECTION 5. AMENDMENT TO ORIGINAL LEASE.

5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:

(a) **Lessee's Renewal Option.** If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twenty-seventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

SECTION 7. MISCELLANEOUS.

7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, :
an Indiana corporation

By _____
Its _____

THE CONNECTICUT NATIONAL BANK,
not individually but solely as Owner
Trustee under Indiana Michigan Trust
No. 91-2

By _____
Its _____

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in Franklin County, Ohio

STATE OF _____)
)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name:
Notary Public
My Commission Expires:
Residing in _____

The undersigned hereby consent and agree to the foregoing First Amendment
as of the date first written above.

CHASE MANHATTAN SERVICE
CORPORATION

By _____
Its _____ Owner Participant

WILMINGTON TRUST COMPANY, not in
its individual capacity but solely
as Security Trustee

By  _____
Its VP Security Trustee

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By _____
Its _____ Note Purchaser

STATE OF _____)
COUNTY OF _____) ss.:

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CHASE MANHATTAN SERVICE CORPORATION, who acknowledged himself to be a duly authorized officer of CHASE MANHATTAN SERVICE CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF *Delaware*)
COUNTY OF *New Castle*) ss.:

On this, the *26th* day of *September*, 1991, before me, a Notary Public in and for said County and State, personally appeared *Norma P. Class*, the *Vice President* of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Patricia A. Evans

Name: **Patricia A. Evans**
Notary Public
My Commission Expires: *4/20/95*
Residing in *New Castle, Delaware*

STATE OF _____)
) ss.:
COUNTY OF _____)

On this, the _____ day of _____, 1991, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby
acknowledged this ____ day of September, 1991.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

<u>Rent Payment Date</u>	<u>Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor</u>
Dec 27 1991	2.17415
Mar 27 1992	2.17415
Jun 27 1992	2.17415
Sep 27 1992	2.17415
Dec 27 1992	2.17415
Mar 27 1993	2.17415
Jun 27 1993	2.17415
Sep 27 1993	2.17415
Dec 27 1993	2.17415
Mar 27 1994	2.17415
Jun 27 1994	2.17415
Sep 27 1994	2.17415
Dec 27 1994	2.17415
Mar 27 1995	2.17415
Jun 27 1995	2.17415
Sep 27 1995	2.17415
Dec 27 1995	2.17415
Mar 27 1996	2.17415
Jun 27 1996	2.17415
Sep 27 1996	2.17415
Dec 27 1996	2.17415
Mar 27 1997	2.17415
Jun 27 1997	2.17415
Sep 27 1997	2.17415
Dec 27 1997	2.17415
Mar 27 1998	2.17415
Jun 27 1998	2.17415
Sep 27 1998	2.17415
Dec 27 1998	2.17415
Mar 27 1999	2.17415
Jun 27 1999	2.17415
Sep 27 1999	2.17415
Dec 27 1999	2.17415
Mar 27 2000	2.17415
Jun 27 2000	2.17415
Sep 27 2000	2.17415
Dec 27 2000	2.17415
Mar 27 2001	2.17415
Jun 27 2001	2.17415
Sep 27 2001	2.17415
Dec 27 2001	2.65730
Mar 27 2002	2.65730
Jun 27 2002	2.65730
Sep 27 2002	2.65730
Dec 27 2002	2.65730
Mar 27 2003	2.65730
Jun 27 2003	2.65730
Sep 27 2003	2.65730
Dec 27 2003	2.65730
Mar 27 2004	2.65730

**Rent
Payment Date**

**Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following
Fixed Rent Factor**

Jun 27 2004	2.65730
Sep 27 2004	2.65730
Dec 27 2004	2.65730
Mar 27 2005	2.65730
Jun 27 2005	2.65730
Sep 27 2005	2.65730
Dec 27 2005	2.65730
Mar 27 2006	2.65730
Jun 27 2006	2.65730
Sep 27 2006	2.65730
Dec 27 2006	2.65730
Mar 27 2007	2.65730
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Sep 27 2008	2.65730
Dec 27 2008	2.65730
Mar 27 2009	2.65730
Jun 27 2009	2.65730
Sep 27 2009	2.65730
Dec 27 2009	2.65730
Mar 27 2010	2.65730
Jun 27 2010	2.65730
Sep 27 2010	2.65730
Dec 27 2010	2.65730
Mar 27 2011	2.65730
Jun 27 2011	2.65730
Sep 27 2011	2.65730

STIPULATED LOSS VALUE AND TERMINATION VALUE

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent installment for the
Equipment due on such date)

Sep 27 1991	101.88381
Dec 27 1991	103.48423
Mar 27 1992	104.90293
Jun 27 1992	106.19179
Sep 27 1992	107.25735
Dec 27 1992	108.16241
Mar 27 1993	108.90004
Jun 27 1993	109.48334
Sep 27 1993	109.89997
Dec 27 1993	110.19326
Mar 27 1994	110.35794
Jun 27 1994	110.40370
Sep 27 1994	110.32263
Dec 27 1994	110.14394
Mar 27 1995	109.86350
Jun 27 1995	109.50417
Sep 27 1995	109.12022
Dec 27 1995	108.72595
Mar 27 1996	108.32109
Jun 27 1996	107.90538
Sep 27 1996	107.47855
Dec 27 1996	107.04032
Mar 27 1997	106.59040
Jun 27 1997	106.12831
Sep 27 1997	105.65434
Dec 27 1997	105.16739
Mar 27 1998	104.66795
Jun 27 1998	104.15508
Sep 27 1998	103.62866
Dec 27 1998	103.08836
Mar 27 1999	102.53382
Jun 27 1999	101.96468
Sep 27 1999	101.38039
Dec 27 1999	100.78117
Mar 27 2000	100.16603
Jun 27 2000	99.53479
Sep 27 2000	98.88704
Dec 27 2000	98.22236
Mar 27 2001	97.54034
Jun 27 2001	96.84034
Sep 27 2001	96.12252
Dec 27 2001	95.90268
Mar 27 2002	95.64864
Jun 27 2002	92.36794
Sep 27 2002	91.06096
Dec 27 2002	89.73464
Mar 27 2003	88.38868

Rent
Payment Date

Stipulated Loss Value or
Termination Value, as a
percent of the Purchase
Price of the Equipment
(in Addition to Fixed
Rent instalment for the
Equipment due on such date)

Jun 27 2003	87.02613
Sep 27 2003	85.63446
Dec 27 2003	84.22082
Mar 27 2004	82.78465
Jun 27 2004	81.32982
Sep 27 2004	79.84224
Dec 27 2004	78.33652
Mar 27 2005	76.81394
Jun 27 2005	75.27409
Sep 27 2005	73.71654
Dec 27 2005	72.14085
Mar 27 2006	70.54655
Jun 27 2006	68.93319
Sep 27 2006	67.30029
Dec 27 2006	65.64735
Mar 27 2007	63.97389
Jun 27 2007	62.27938
Sep 27 2007	60.53562
Dec 27 2007	58.79582
Mar 27 2008	57.07175
Jun 27 2008	55.33717
Sep 27 2008	53.56732
Dec 27 2008	51.79658
Mar 27 2009	50.04483
Jun 27 2009	48.32073
Sep 27 2009	46.63820
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Jun 27 2010	41.77818
Sep 27 2010	40.25297
Dec 27 2010	38.77081
Mar 27 2011	37.33395
Jun 27 2011	36.06791
Sep 27 2011	35.00000